

REMARKS/ARGUMENTS

Applicants thank the Examiner for the careful consideration given the present application. The application has been carefully reviewed in light of the Office Action.

Claim Rejections – 35 U.S.C. § 112, ¶2

Claims 1-6, 23 and 34-42 were rejected under 35 U.S.C. 112, second paragraph. Claim 23 has been canceled. In rejecting claim 1, the Office action incorrectly asserts that the terms “sending the product code” implies that the product code is sent to the electronic device such that the electronic device receives the product code. The terms “sending the product code” merely require that the product code be sent somewhere. The terms “sending the product code” were modified by the phrase “to be delivered to the electronic device.” Therefore, the product code is sent somewhere and is to be delivered to the electronic device. These limitations raise no ambiguity. As currently amended, claim 1 recites, “sending the product identification code comprising the product key to be delivered to the electronic device.”

The Office action expressed “uncertainty in the delivery of the product code to the electronic device.” Claim 1 as amended now positively recites the step of “delivering the product identification code comprising the product key to the electronic device.” In view of the current amendment to claim 1, applicants respectfully request reconsideration and withdrawal of the rejection under 35 U.S.C. 112, second paragraph.

Claim Rejections – 35 U.S.C. § 101

Claim 23 was rejected under 35 U.S.C. 101. Claim 23 has been canceled.

Claim Rejections – 35 U.S.C. § 102(b)

Claims 1-3, 5, 6, 23, 34-36, 38-42 and 44 were rejected under 35 U.S.C. 102(b) as being anticipated by Huges. Claim 23 has been canceled.

Amended claim 1 recites, “receiving a request...from an electronic device...requesting a product identification code comprising a product key,...retrieving the product identification code comprising the product key, which are associated with the identification, from a database of product codes...delivering the product identification code comprising the product key to the electronic device.” In claim 1, the electronic device requests a product identification code

comprising a product key. The product identification code comprising the product key is retrieved from a database and delivered to the electronic device.

Hughes teaches that during installation of a software product, a customer enters a portion of a product ID of the software product (§ [0033]). The product ID is partially derived from a CD key (*id.*) The customer enters the CD key, while another portion of the product ID is already included in the software program (*id.*).

As would be understood by one of ordinary skill in the art, the product identification code comprising the product key recited in claim 1 corresponds to the “product ID” recited in Hughes. However, Hughes does not teach retrieving the product identification code comprising the product key from a database and delivering the product identification code comprising the product key to the electronic device. In Hughes, part of the product ID is included in the software program and another part (i.e., the CD key) is entered by the customer.

Hughes further teaches to transmit a “license file” to a customer computer. The license file is a hash value of a concatenated product ID and hardware ID (§ [0040]). The hash value is derived using the product ID, however, it would not include the product ID. Therefore, transmitting the license file (i.e., the hash value) to the customer computer cannot teach the claimed step of “delivering the product identification code comprising the product key to the electronic device.” The hash value is not a product identification code comprising a product key. Further, one of ordinary skill in the art would not understand a hash value as being a product identification code, given that different software products could result in the same hash value. Nowhere does Hughes teach that hash values are unique to respective software products.

The claimed subject matter and the Hughes publication address different problems in their respective technical fields. The claimed subject matter addresses problems associated with a customer having to know and keep track of product identification codes to install/reinstall software products. In the claimed subject matter, a customer need not know the product identification code because it is retrieved and delivered to his electronic device. Conversely, in Hughes, the customer must enter the CD key and, therefore, must know at least a portion of the product ID. Hughes, meanwhile, addresses piracy problems by comparing the license file (i.e., the hash value) to a test ID calculated by the software product (§ [0040]-[0041]). By comparing

the license file to the test ID, Hughes prevents the reinstallation of the software product on multiple machines.

In view of the differences between the cited Hughes reference and the subject matter of claim 1, applicants respectfully submit that claim 1 is allowable over Hughes. Claims 2, 3, 5, 6, 34-36 and 38-42 depend from claim 1. Claim 44 is allowable for reasons analogous to those discussed above with respect to claim 1.

Claim Rejections – 35 U.S.C. § 103(a)

Claims 4 and 37 were rejected under 35 U.S.C. 103(a) as being unpatentable over Hughes in view of Flickinger. Claims 4 and 37 depend from claim 1, which is discussed above. Applicants submit that the deficiencies of Hughes with respect to claim 1 are not corrected by the addition of Flickinger.

Claim 44 was alternately rejected under 35 U.S.C. 103(a) as being unpatentable over Hughes in view of Stanfield. The deficiencies of Hughes are not corrected by the addition of Stanfield. Therefore, claim 44 is allowable over the combination of Hughes and Stanfield.

In light of the foregoing, it is respectfully submitted that the present application is in condition for allowance and notice to that effect is hereby requested. If it is determined that the application is not in condition for allowance, the Examiner is invited to initiate a telephone interview with the undersigned attorney to expedite prosecution of the present application.

If there are any fees resulting from this communication, please charge same to our Deposit Account No. 16-0820, our Order No. ACER-45197.

Respectfully submitted,
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Date: November 5, 2009